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MAR - 9 2009

U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
Deputy Clerk

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re:

PANORAM TECHNOLOGIES, INC.

CASE NO.: 1:08-bk-11539MT

Debtor(s).

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: 3/23/09

Time: 10:00 a.m.

Location: 650 Town Center Drive, Suite 950, Costa Mesa, CA 92626

Type of Sale: ☒ Public ☐ Private

Last date to file objections:

3/18/09

Description of Property to be Sold: Patents used in visualization and arrayed projection industries . See attached
bidding procedures for details.

Terms and Conditions of Sale: Bid deadline is 3/16/09 at 5:00 p.m. Auction to be held on 3/23/09 and only qualified bidders may bid. Instructions on submitting a bid and how to become a qualified bidder are contained in the attached Bidding Procedures, which have been approved by the Court. Sale to be "as is" and without any representations or warranties.

Proposed Sale Price: See attached bidding procedures for minimum bids

Overbid Procedure (If Any): See attached bidding procedures

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Contact Person for Potential Bidders (include name, address, telephone, fax and/or e:mail address):

Kyra E. Andrassy, Esq.

Weiland, Golden, Smiley, Wang Ekvall & Strok, LLP

650 Town Center Drive, Suite 950

Costa Mesa, CA 92626

Telephone: (714) 966-1000 E-mail: kandrassy@wglp.com

Date: 3/5/09

BIDDING PROCEDURES

Set forth below is the bidding process (the "Bidding Process") being employed by Nancy Hoffmeier Zamora, chapter 7 trustee (the "Trustee") of the bankruptcy estate (the "Estate") of Panoram Technologies, Inc. (the "Debtor"), in the sale of the patents or patent applications of the Debtor listed in the Executive Summary attached hereto as Exhibit "A" (collectively, the "Patents").

I. Determination of "Qualified Bidder" Status

Any person who wishes to participate in the Bidding Process must be deemed a "Qualified Bidder." To be deemed a Qualified Bidder, each interested person (a "Potential Bidder") must deliver to the Trustee's counsel, Weiland, Golden, Smiley, Wang Ekvall & Strok, LLP ("Weiland Golden"), the following qualifying materials (the "Qualifying Materials") by the Bid Deadline of **March 16, 2009, at 5:00 Pacific Standard Time:**

- A. An executed copy of the confidentiality agreement attached hereto as Exhibit "B" (the "Confidentiality Agreement") if the interested party desires to conduct due diligence;
- B. Written proof that the interested person is financially capable of consummating the proposed transaction and containing such financial and other information that will allow the Trustee to make a reasonable determination, in her sole discretion, as to the Proposed Bidder's financial and other capabilities to consummate the transaction, including, but not limited to, financial statements, copies of recent statements of bank accounts, and/or a commitment for financing;
- C. A written commitment that such Potential Bidder is prepared and willing to enter into a legally binding purchase and sale agreement on terms no less favorable to the Trustee than the terms set forth in the Asset Purchase Agreement (the "APA") attached hereto as Exhibit "C";
- D. Proof that such interested person may be entitled to a good faith purchaser finding pursuant to 11 U.S.C. § 363(m); and

E. Any other documents as the Trustee may reasonably request.

Qualified Bidder status shall be determined by the Trustee in her sole discretion, and no Potential Bidder shall have standing to challenge the Trustee's determination.

II. Due Diligence

Only Qualified Bidders may obtain Due Diligence material regarding the Patents by contacting:

Kyra E. Andrassy
Weiland, Golden, Smiley, Wang Ekvall & Strok, LLP
650 Town Center Drive, Suite 950
Costa Mesa, California 92626
kandrassy@wgllp.com
(714) 966-1000

All Due Diligence must be completed by the Bid Deadline (as defined below).

III. Bid Requirements

Only Qualified Bidders may submit bids. Bids for the purchase of the Patents must be (i) in writing, (ii) unconditional, (iii) irrevocable, and (iv) must be submitted by the Bid Deadline as specified below. A bid must offer at the least the minimum purchase price for the Patent bid upon, which minimum amounts are as follows:

- A. Black Level Management - \$50,000
- B. Integrator Software - \$75,000
- C. PV Series - \$50,000
- D. Single Light Source Projectors - \$15,000
- E. Virtual Image Projection - \$15,000
- F. Integrated Information Technology System (PCT Application Filed) - No minimum bid

However, the Trustee retains the right to reduce the minimum required price for any or all of the Patents in her sole discretion.

A bid must also be accompanied by the Qualifying Materials and a deposit in the amount of \$5,000 per Patent bid upon (the "Deposit"), made by wire transfer, certified funds, or cashier's check payable to Nancy Hoffmeier Zamora, Chapter 7 Trustee of Panoram Technologies, Inc., which Deposit is refundable only if the potential bidder is not deemed the Successful Bidder (as defined below) or if the potential bidder is deemed the Successful Bidder but the sale could not be consummated because the Trustee could not satisfy one or more conditions to closing. A Qualified Bidder may submit a bid for all or any part of the Patents. In the event the bid provides for the purchase of more than one Patent, the bid should specify the price offered for each Patent. The bid must not request or entitle the Qualified Bidder to any break-up fee, topping fee, termination fee, broker's fee, expense reimbursement, or similar type of payment. A bid received from a Qualified Bidder that meets all of the above requirements is a "Qualified Bid."

IV. The Bid Deadline

The Bid Deadline is 5:00 p.m. (P.S.T.) on March 16, 2009 (the "Bid Deadline"). A Qualified Bidder that desires to make a bid shall deliver four (4) written copies of the bid by mail or personal delivery, with original signatures by the Bid Deadline to:

Kyra E. Andrassy

Weiland, Golden, Smiley, Wang Ekvall & Strok, LLP

650 Town Center Drive, Suite 950

Costa Mesa, California 92626

The Trustee may extend the Bid Deadline once or successively, but is not obligated to do so. If the Trustee extends the Bid Deadline, she shall promptly notify all Qualified Bidders of the extension in writing.

V. Initial Successful Bid

After all of the Qualified Bids have been received, the Trustee will, in her sole discretion, determine the highest and best Qualified Bid received by the Bid Deadline for each Patent or the Patents, and will select an "Initial Successful Bid." The Qualified Bidder(s) who submitted the Initial Successful Bid(s) (the "Initial Successful Bidder") shall be promptly notified. Subject to Bankruptcy Court approval, the Initial Successful Bidder(s) will be entitled and required to purchase the Patent(s) successfully bid upon on terms no less favorable than the terms set forth in the APA, unless the Initial Successful Bid is not the Successful Bid (as defined below).

VI. Auction

An overbid auction of the Patents (the "Auction") will take place at 10:00 a.m. (P.S.T.) on March 23, 2009 at the offices of Weiland Golden, 650 Town Center Drive, Suite 950, Costa Mesa, California 92626, or such later time or other place as may be determined by the Trustee. Any change in the time or place of the Auction shall be promptly provided in writing to all Qualified Bidders who have submitted Qualified Bids. The Auction shall be governed by the following procedures:

- A. Only the Initial Successful Bidder or other Qualified Bidder who submitted a Qualified Bid is eligible to attend and be heard at the Auction;
- B. Only the Initial Successful Bidder or other Qualified Bidder who submitted a Qualified Bid may submit new bids at the Auction;
- C. The Auction will be held in person, however, the Trustee reserves the right, in her sole discretion, to allow telephonic participation by certain Qualified Bidders; and
- D. The bidding shall start at the purchase price stated in the Initial Successful Bid(s), which will be announced at or prior to the commencement of the Auction.

VII. Overbid Procedures

Qualified Bidders and the Initial Successful Bidder(s) present at the Auction will be entitled to overbid the Initial Successful Bid(s). If no Initial Successful Bid is selected for certain

Patents, then only Qualified Bidders will be entitled to submit bids for such Patents. The Auction shall be governed by the following overbid procedures:

- A. The initial overbid (the “Initial Overbid”) must be at least \$1,000 more than the Initial Successful Bid;
- B. Subsequent overbids must be in minimum increments of \$1,000;
- C. The Auction shall continue until the Trustee determines, in her sole discretion, which bid (or bids) is the highest and best bid for the Patents (the “Successful Bid”), subject to final Bankruptcy Court approval. In making this decision, the Trustee shall consider, without limitation, the amount of the purchase price, the form of consideration being offered, the net cash proceeds to be received by the Trustee, the likelihood of the bidder’s ability to close the transaction and perform thereunder, and the timing thereof. Neither the Initial Successful Bidder nor any Qualified Bidder shall have standing to challenge the Trustee’s determination of the Successful Bid. The Qualified Bidder submitting such Successful Bid shall be the “Successful Bidder,” and shall have such rights and responsibilities of the purchaser, as set forth in the APA;
- D. The Trustee may, in her sole discretion and subject to Bankruptcy Court approval, designate the second best bid as the “Back-Up Bid,” which shall become the Successful Bid if the Successful Bidder fails consummate the sale;
- E. The Successful Bid(s) and any Back-Up Bid(s) are irrevocable;
- F. A Successful Bid or Back-Up Bid shall not contain any due diligence or financing contingencies of any kind, and shall contain evidence that such Qualified Bidder(s) has sufficient certified funds or financing commitments to purchase the Patent(s); and
- G. The Successful Bid(s) and the Back-Up Bid(s) shall be subject to Bankruptcy Court approval.

VIII. Sale Hearing

A hearing to confirm the results of the Auction and approve the sale of one or more of the Patents to the Successful Bidder(s) will be held before the Bankruptcy Court on April 1, 2009 at 10:00 a.m. (the "Sale Hearing"). Prior to the Sale Hearing, the Trustee shall file a supplement to the Motion (the "Supplement") identifying the Successful Bid(s) and seeking approval of the sale of the Patents to the Successful Bidder(s).

The Trustee's submission of the Successful Bid(s) to the Bankruptcy Court for approval does not contractually bind the Trustee to consummate the sale of the Patents to the Successful Bidder(s). The Trustee's obligation to consummate a sale of all or some of the Patents to a Successful Bidder shall only arise when the Bankruptcy Court approves the sale at the Sale Hearing and the Successful Bidder tenders the full purchase price. If a Successful Bidder fails to consummate the sale, then the Back-Up Bid will be deemed the new Successful Bid and the Trustee will be authorized, but not required, to consummate the sale with the new Successful Bidder without further order of the Bankruptcy Court. In such case, the defaulting Successful Bidder's deposit shall be forfeited to the Trustee, and the Trustee specifically reserves the right to seek all available damages against the defaulting Successful Bidder.

IX. Return of Good Faith Deposit

Except for the Deposit of the Successful Bidder(s) and the Back-Up Bidder(s), the Deposits shall be returned within five (5) business days after the conclusion of the Auction. The Deposit of the Back-Up Bidder(s) shall be returned within five (5) business days after the closing of the sale to the Successful Bidder, unless such Back-Up Bidder became the Successful Bidder, in which case the procedures regarding the Deposit of the Successful Bidder shall govern. The Deposit of a Successful Bidder is non-refundable if the Bankruptcy Court approves the sale of one or more of the Patents to the Successful Bidder pursuant to the terms of the Successful Bid, regardless of whether the Successful Bidder closes the transaction. In the event the Bankruptcy Court approves the sale but the Successful Bidder fails to close the sale, the Deposit shall be forfeited to the Trustee free and clear of any claims or interests of the Successful Bidder, and the

Trustee specifically reserves the right to seek all available damages against the defaulting Successful Bidder.

X. Modifications

The Trustee may determine, in her sole discretion, which Qualified Bid(s), if any, is/are the highest or otherwise best offer and reject at any time before the entry of an order of the Bankruptcy Court approving one or more Successful Bids, any Qualified Bid that, in the Trustee's sole discretion, is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code, the Bidding Process, or the terms or conditions of sale, or (iii) not within the best interest of the Estate. At or before the Sale Hearing, the Bankruptcy Court or the Trustee may impose such other terms and conditions as they may determine to be in the best interests of the Estate.

FOR FURTHER INFORMATION concerning the Patents or the Bidding Process, contact:

Kyra E. Andrassy or Robert Marticello

Weiland, Golden, Smiley, Wang Ekvall & Strok, LLP

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(714) 966-1000

EXHIBIT A

PANORAM INTELLECTUAL PROPERTY PORTFOLIO AS OF 7/08

Nickname: Black Level Management

US Patent #: 6760075

Filing date: 6/6/2001

Issue date: 7/6/2004

Valid until: June 2018

ABSTRACT:

Method and apparatus are provided for seamless integration of multiple video projectors. In addition to edge blending, projection artifacts in dark or black image regions caused by residual grays from non-perfect projector black levels are reduced. Overlapped and non-overlapped areas of the image are defined and then the minimum black level of the video signal in non-overlapped areas is boosted without affecting the bright portion of the video signal in order to create uniform black level. The bright portion of the image is then smoothed in the overlapped area with seamless edge blending techniques. The resultant projected image may be passed through a neutral density filter to lower the base black level of the now uniform overlap and non-overlap black regions. The image may also pass through a physical mask which is hard edged or graded and aligned to less than the overall overlap region and that when used, smoothes the edge of transition between the non-overlapped and overlapped regions.

International Filings:

Canada: 2,412,418 Issued

EPO: Pending

PCT: Pending

REFERENCES:

Cited by

Patent number: 7334901 Assigned to: Ostendo Technologies, Inc.

Patent number: 6824271 Assigned to: Olympus Corporation

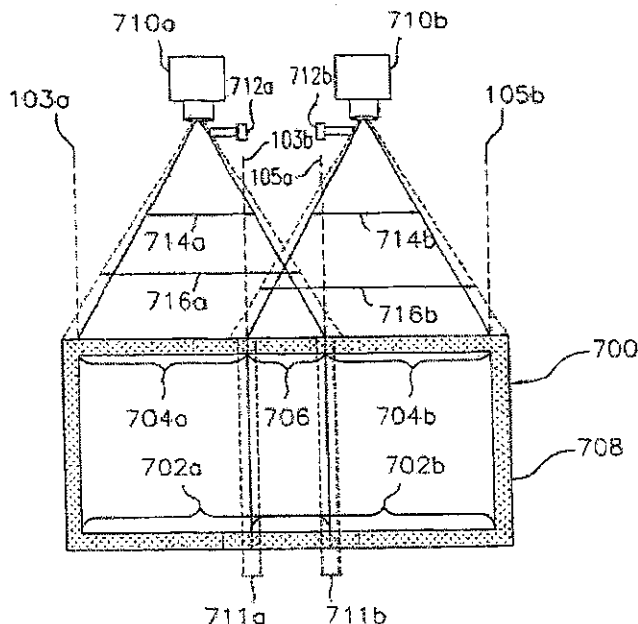
Patent number: 7224411 Assigned to: Imax Corporation

Patent number: 7339625 Assigned to: Barco N.V.

Google search: <http://www.google.com/patents?q=6760075&btnG=Search+Patents>

**PANORAM INTELLECTUAL PROPERTY PORTFOLIO
AS OF 7/08**

FIG. 7



EXECUTIVE SUMMARY

This patent has a great deal of value in the projection industry. It addresses one of the fundamental problems with modern projectors when they are used in projection arrays.

The patent was a conceptual follow-on to edge blending technologies, which Panoram was a key player in. Most IP in the arrayed projector edge blending area deals with managing brightness issues when you overlap images.

This patent deals with smoothly seaming the dark or black areas in the image overlap areas. The black level management for arrayed projection is an on-going issue. Although the projectors are improving by providing better black levels, the need to manage them in arrays is on going.

It is my belief that the intellectual property presented in this patent is in use by more than a half a dozen companies today and offers both a competitive as well as a licensing opportunity for the acquirer.

It is worthy of note that Imax, Barco and Olympus all cite the patent in their own developments.

Interested parties will include all the projector companies, integration specialists and others proffering projection image processing technologies.

**PANORAM INTELLECTUAL PROPERTY PORTFOLIO
AS OF 7/08**

**Nickname: Integrator Software – Media Management
System**

US Patent #: 7139981

Issue date: 11/21/2006

Filing Date: June 13, 2002

Expiration Date: June 2019

International Filings:

Canada: scheduled for issue in 2008 (Fees overdue)

EPO: pending (Fees overdue)

PCT: published (Fees overdue)

ABSTRACT:

A process of configuring a media facility is provided. A source icon representing at least one media source is generated. Then, characteristics of the media source are encrypted in the source icon including settings and recalls for all devices in the signal path. Further, a media space representing an output device is generated. Then, characteristics of the output device are encrypted in the media space. The source icon and the media space are presented, for example, on a display system, to a user for selection. The user may select the source icon and apply it to the media space including settings and recalls for all devices in the signal path, for example, through dragging and dropping. Once the media source, the output device and/or other devices in the signal path between them have been configured, the user may store the configuration for a later recall.

REFERENCES:

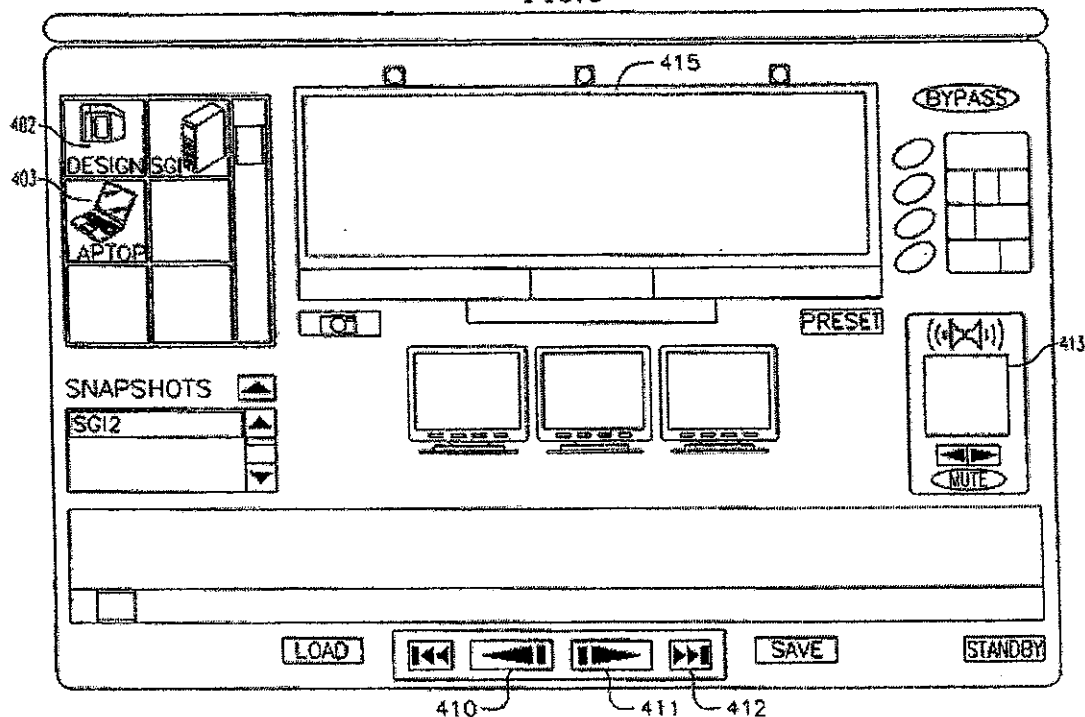
The patent is not referenced in other IP filings.

Google Search: <http://www.google.com/patents?id=ctmXAAAAEBAJ&dq=7139981>

The sale of the Integrator Software -- Media Management Patent (US Patent # 7139981) includes Patent Application 11/523,404. An Office Action Summary was mailed to counsel for Panoram on October 30, 2008, and the deadline for a reply (with an extension) is April 30, 2009.

**PANORAM INTELLECTUAL PROPERTY PORTFOLIO
AS OF 7/08**

FIG. 5



EXECUTIVE SUMMARY

I believe this patent to be seminal.

The patent was reduced to practice and resulted in several commercial software releases by Panoram. In fact, customers oft referenced the resulting software applications as the reason they purchased integrated facilities from Panoram. The contract value of any of these facilities ranged from \$250,000 to \$3,000,000.

The IP approaches the integration of complex media systems in a unique way. Media systems and especially command centers, network operations centers, process management facilities and other complex media environments are getting ever more sophisticated with ever more data and visual sources being brought into the facility for situational awareness, collaboration and other visualization applications. This also brings more and more display systems on line. The complexity of managing this is logarithmic.

It is typical for users to employ some kind of media management system to control all of this. The two leading suppliers for these media management solutions are AMX and Crestron. These are substantial companies with Crestron doing over \$200M annually.

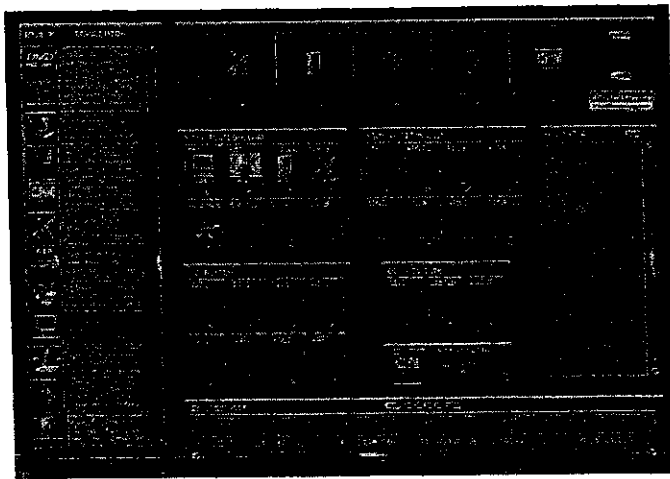
PANORAM INTELLECTUAL PROPERTY PORTFOLIO AS OF 7/08

Both these company's core approaches involve media management via custom software programs supplied by their dealers and system integrators.

Every time a user wished to change some aspect of their operation, the programming expert must come back, decipher what they did originally and must create new code for what the user requires.

With the products produced under the above referenced patent, the users themselves are capable of using a simple drag and drop metaphore to modify the layout and operation of their sources and displays. No programmer is required for them to change and adapt their system to different operational requirements or processes.

The relevance of this user interface and operations scheme is becoming ever more important as new area technology come into play called remote graphics. This technology change driven by companies such as Hewlett Packard and others that move pixels rather than data across networks. This means that hundreds of sources are likely to be in a user's selection palate. The claims of this patent allow for a very useful user interface solution for the Information Technology areas.



Interested parties therefore include technology companies.

Also, system integrators, especially integrators building command and control systems for government and military application will have an interest, as well as integrators and projection display companies servicing them.

Of course the two system control companies AMX and

Creston as well as their competitors would be interested.

The Media Management System patent is applicable to any and all of them.

PANORAM INTELLECTUAL PROPERTY PORTFOLIO

Nickname: Integrated Information Technology System

PCT Application: pending

National Phase Deadline: May 5, 2009

ABSTRACT:

A system and method for the integration of multiple data, control and media systems from a variety of separate technology sources without requiring data or format standardization. An image processing subsystem is configured to aggregate pixel output streams from a plurality of image sources that are displayed on a local and/or remote user interface subsystem that is real-time and active. The operation of a plurality of independent controller sources is also provided through the user interface subsystem and a control subsystem. Rather than sending the full array of data from and to each of the image and controller technology sources, the integrated system of the present invention makes all technology sources available to a remote system network, but only the pixel output stream and control functions from the selected technology source is sent to the remote user interface subsystem. Accordingly, the required bandwidth for information sharing is minimized.

This application is related to Media Management System, US Patent #7139981. More information regarding this application can be obtained by contacting Kyra E. Andrassy, Weiland, Golden, Smiley, Wang Ekvall & Strok, LLP, 650 Town Center Drive, Suite 950, Costa Mesa, California 92626.

**PANORAM INTELLECTUAL PROPERTY PORTFOLIO
AS OF 7/08**

Nickname: PV Series – Multiple monitors in a single housing

US Patent #: 6690337

Issue date: 2/10/2004

International Filings:

Canada: Pending (Fees overdue)

EPO: Rejected

PCT: Pending

REFERENCES:

Cited in:

Patent number: 7342571 Assigned to: Palm, Inc.

Patent number: 7196677 Assigned to: Sony Corporation

Patent number: 7334901 Assigned to: Ostendo Technologies, Inc.

Google Search: <http://www.google.com/patents?q=6690337&btnG=Search+Patents>
[file:///Google reference/](file:///Google%20reference/)
<http://www.google.com/patents?q=6690337&btnG=Search+Patents>

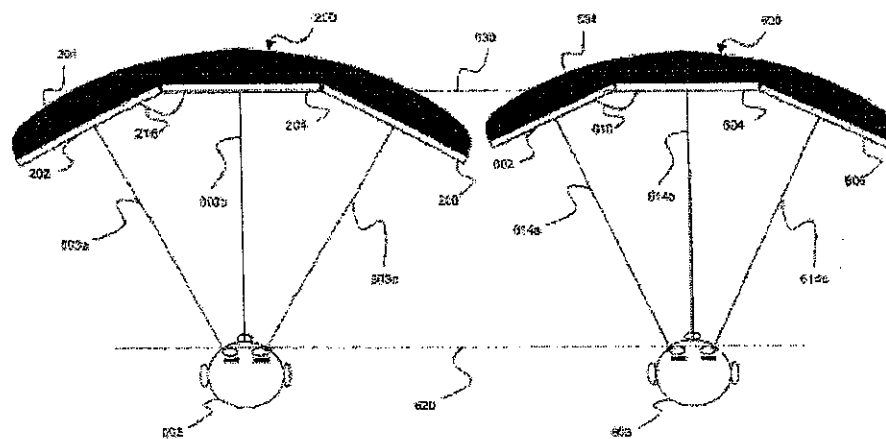


FIG. 6A

FIG. 6B

ABSTRACT:

A multi-panel video display system includes multiple display panels. The display panels are enclosed in a single chassis. The gaps or mullions between the display panels are minimized as to provide a composite display without distraction. The display panels are at an angle with one another as to make the display panels equidistant from the eye point of the user. The multiple display panels may be tilted forward such that display surfaces of the display panels may be at an angle with respect to the plane normal to ground.

PANORAM INTELLECTUAL PROPERTY PORTFOLIO AS OF 7/08

EXECUTIVE SUMMARY

This patent anticipated the need for multiple panels in a single housing. Although there has been a large trend for putting multiple panels on a stalk, there are significant advantages to the approach taken under this patent

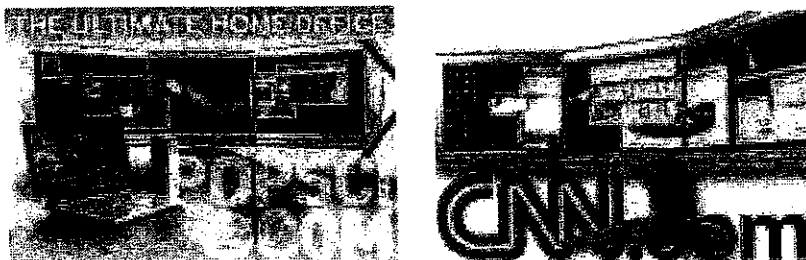
1. The panels are fixed into a single housing assuring that the ergonomic alignment of the array is appropriate for the user
2. As the panels are in a single housing, it is easy to adjust the entire array on a vertical angle basis to suit the user's operating condition
3. With the panels all contained in a single housing, the multiple panels can be technically fully integrated and this work with a single on/off, input switch, etc...

The design and products that Panoram built under this patent were all award winning from organizations like INFOCOMM and the Society of Information Display as well as being selected by both Popular Science and CNN.com in 2007 as the **ULTIMATE HOME OFFICE DISPLAY**.

On the government and military side, the industrial versions of the display were applied as head up displays for unmanned aerial vehicles, trainers, field command centers and more.

Panoram was never quite able to leverage the potential of this technology and product, which requires a more consumer oriented play. It is worth noting that both Sony as well as PALM (the Palm Pilot and Treo people) both cited the patent in their own IP portfolios.

The right company could build a major business on this premise. At one time we had estimated that this product line could generate upward of \$100M in annual revenue given the right company (probably at very small margin as all consumer displays carry).



Interested companies would include the standard display panel suppliers including major computer companies as well as military integrators.

**PANORAM INTELLECTUAL PROPERTY PORTFOLIO
AS OF 7/08**

Nickname: Single Light Source Projectors

US Patent #: 6568816

Issue date: 5/27/03

File Date: October 1, 2001

Expiration date: October, 2018

International filings: None

REFERENCES:

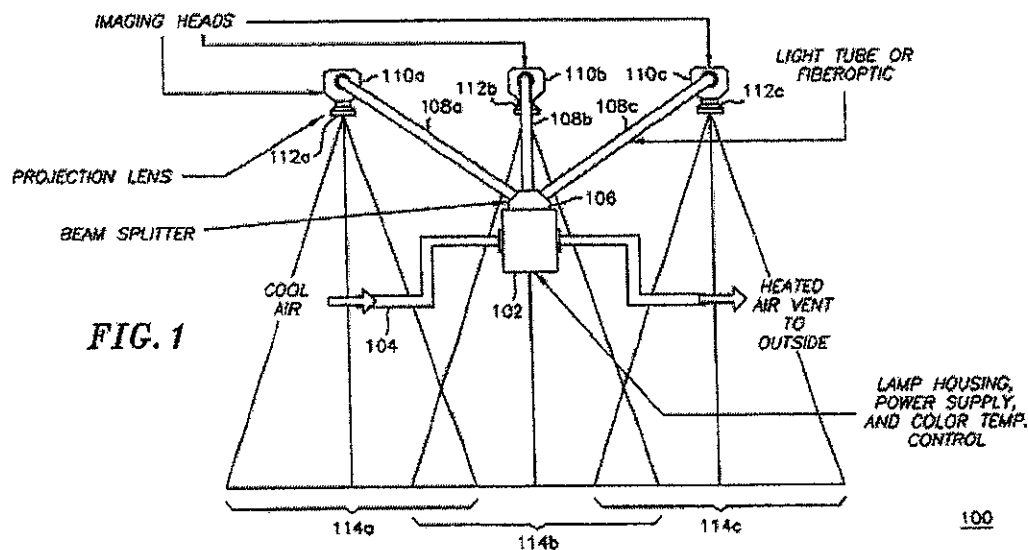
Cited in:

US Patent 6814443 - Digital Advertising Network Inc

US Patent 7334901 - Ostendo Technologies, Inc.

Pending application: Application Number 0915902 - Honeywell

Google search: <http://www.google.com/patents?id=OUYNAAAAEBAJ&dq=6568816>



ABSTRACT

A projection system includes multiple imaging heads for projecting a plurality of images, which may or may not be partially overlapped and edge blended to form a projected composite image. The projection system, however, includes only a single light source. The light from the light source is beam split into light portions, and the light portions are applied to the imaging heads via corresponding light guides. Use of the single light source to project all the images may solve colorimetry problems associated with generating projected composite image from multiple projected images, each of which uses a different light source. For projecting the images on a curved surface, the geometry of the images may be distorted using electronic image warping and/or lens-based optical distortion.

PANORAM INTELLECTUAL PROPERTY PORTFOLIO AS OF 7/08

EXECUTIVE SUMMARY

This patent was developed early in the days of transitioning from CRT projection to constant light source type projection such as DLP. Panoram addressed this issue simultaneously with other technology rollover issues such as black levels (see US Patent #: 6760075)

Although Panoram never productized this IP, in the early 2000's, the company was in a rapid growth posture with capital looking at making substantial investment.

The Company wanted to be in a position to offer innovative projectors that were specialized for uses in projection arrays, as part of its post funding product portfolio.

With 9/11, the investment plans collapsed and the company did not pursue becoming a projector manufacturer and thus the patent was never developed into a product or prototype.

The IP addresses the need to match the color of multiple projectors and to maintain that color match over running time. Maintaining color match in projection arrays has been an issue since multiple projectors began to be used in flight simulators in the 70's.

There are a number of automated electronic systems that have since evolved to manage this. Most of these use camera and other calibration feedback devices. In fact, there are a couple of patents in the Metavision IP portfolio (a company Theo Mayer was President of prior to Panoram) that have some strong priority claims in this area. I mention this because that portfolio is also available for purchase and a couple of related patents could make the acquisition of this one from Panoram stronger.

The idea of providing a single light source feeding multiple projection heads is another approach to the problem. This becomes more relevant when considering some alternative projector technologies including laser projection.

Laser based projectors have appeared on a regular basis every 5 years or so for decades, yet to date no one has made a commercial success of them. Some of their display attributes are unique and cannot be achieved through any other means. This includes the ability to slew and image to any location; the ability to always be in focus no matter where the image intersects with a surface; and the ability to keep in focus on complex curved surfaces without image warping technologies; There are others.

One of the key problems with the technology is the complexity, cost and power of a constant output, high brightness laser. This would indicate that having multiple display heads with a single light source could be a key aspect of applying laser projection.

PANORAM INTELLECTUAL PROPERTY PORTFOLIO AS OF 7/08

On the small scale, we will see many laser projection solutions in the next 5 years including small projectors in devices such as cell phones. This means the projection head is likely to become a mass produced low cost component, potentially opening up the need to have a single light source drive many chip projectors.

A German company, who clearly needed to use a single light source, explored the use of a single laser driving multiple display heads in the early 2000 timeframe. They did not get established.

Interested parties would include Projector companies as well as anyone approaching the commercial laser projector markets.

An integrated display system includes multiple displays and a transmissive/reflective mirror with a mirror face. Images from display areas of one or more displays are passed through the mirror face and provided to a viewer. Images from display areas of one or more displays are reflected by the mirror face and provided to the viewer. The displays are arrayed to generate a seamless composite image from the images provided by the displays.

PANORAM INTELLECTUAL PROPERTY PORTFOLIO AS OF 7/08

EXECUTIVE SUMMARY

This patent was developed in conjunction with a prototype demonstrator that was presented at the 2000 INFOCOMM show.

The purpose was to create a large seamless display without using projectors.

The objective was to find an optical way to make the images from flat panel display devices appear right next to one another or even overlap for seamless display. Since most flat mechanical devices have some kind of casing or mechanism around them, this was a way to make that mechanical housing around the image disappear.

Interestingly, the patent probably has more relevance today than it did when the concept was developed at the turn of the century.

For the prototype, We were able to combine multiple 19" CRT displays into a seamless array that was either edge-matched or blended. At the time we developed the optical concept, the challenge was to find low cost, large and totally flat CRT displays.

The current patent's relevance comes from the fact that large perfectly flat (and even thin) displays have since become ubiquitous and low cost with Plasma and LCD panels.

This patent would allow the arraying of multiple panels into a giant seamless array, to be a practical implementation.

Uses include visualization, gaming, architectural imagery, simulation and other applications.

Sega, the arcade game company, cited the patent in a filing they did for an arcade-style racing simulator.

Interested parties would include:

Consumer electronics, game arcade and simulator display companies.

EXHIBIT B

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is dated this ___ day of _____, 2009 by and among _____, on behalf of itself and its officers, directors, employees, agents, attorneys, and affiliates (collectively, the "Company"), and Nancy Hoffmeier Zamora, in her capacity as the chapter 7 trustee (the "Trustee") for the bankruptcy estate of Panoram Technologies, Inc. (the "Debtor"), case number 1:08-bk-11539-MT.

The Company and the Trustee are investigating a possible sale by the Trustee of one or more patents (the "Patents") owned by the Debtor's bankruptcy estate and, in connection therewith, the Trustee may provide the Company with certain Confidential Information, and the Company may provide the Trustee with certain Confidential Information. As used herein, "Confidential Information" shall mean non-public, proprietary, or confidential information which is provided by one party (the "disclosing party") to another (the "reviewing party") and includes patent applications and files, research, due diligence memoranda and data, financial statements, historical performance data, forward-looking financial data, valuation data, and similar information. Confidential Information shall not include matters (i) which are already known to the reviewing party and not subject to an existing confidentiality agreement, (ii) which become generally available to the public other than through breach of this agreement, (iii) which become available to the reviewing party through a source other than the disclosing party which source is not known by the reviewing party to be bound by a confidentiality agreement, or (iv) which are developed independently by the receiving party without reference to the Confidential Information.

The Company and the Trustee agree that any Confidential Information will be used solely for the purposes of evaluating a possible sale of one or more of the patents by the Trustee, and that Trustee will not disclose Confidential Information regarding the Company and the Company will not disclose Confidential Information regarding the Patents to anyone other than their respective legal counsel, tax or other advisers and consultants (collectively, the "advisers") engaged by them to provide advice with respect to a possible sale of the Patents, and only as long as such advisers are apprised of the existence of this agreement and agree to be bound thereby.

Neither the Company nor the Trustee shall have any liability under this agreement to the other to the extent it discloses Confidential Information in connection with a judicial, governmental, or regulatory proceeding, investigation, or audit (whether by deposition, interrogatories, request for information or production of documents, subpoena, or similar process), provided, however, that the receiving party shall use reasonable efforts to inform the disclosing party prior to any such disclosure.

The Company and the Trustee each acknowledge that in the event of a breach of this agreement, money damages may be insufficient to compensate fully the other. Therefore, in addition to any remedy available at law, each party shall be entitled to equitable relief in the form of injunctive relief or specific performance.

In the event that the Company and the Trustee do not proceed with any transaction, each party promptly will return (or destroy) any such Confidential Information upon request, except that each party may keep a record of having received and reviewed the Confidential Information. This Agreement shall be governed by the laws of the State of California.

In witness whereof, the undersigned have executed this agreement this ____ day of _____, 2009

The Company:

By: _____
(print name)

Title: _____

By: _____
Nancy Hoffmeier Zamora,
solely in her capacity as the
chapter 7 trustee for the bankruptcy
estate of Panoram Technologies, Inc.

EXHIBIT C

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**") is made, executed and entered into as of March __, 2009 (the "**Execution Date**"), by and between:

Nancy Hoffmeier Zamora ("**Seller**"), acting solely in her capacity as the chapter 7 trustee for the bankruptcy estate ("**Estate**") of Panoram Technologies, Inc. ("**Debtor**") in that certain bankruptcy case entitled *In re Panoram Technologies, Inc.*, filed in the United States Bankruptcy Court for the Central District of California, San Fernando Valley Division (the "**Bankruptcy Court**"), Case No. 1:08-bk-11539-MT (the "**Bankruptcy Case**"); and

_____, a _____ ("**Buyer**"); and

(each of whom is a "**Party**", and both of whom are the "**Parties**"), with regard to the following facts, circumstances, understandings and beliefs (collectively, "**Recitals**"):

RECITALS:

- A. Section 1.1 of this Agreement identifies various capitalized words and phrases that have specifically assigned meanings for the purposes of this Agreement.
- B. Debtor commenced the Bankruptcy Case by filing with the Bankruptcy Court on March 14, 2008, a Chapter 7 voluntary petition pursuant to Chapter 7 of Title 11 of the United States Code, 11 U.S.C. Sections 101 et. seq. ("**Bankruptcy Code**").
- C. Buyer desires to purchase and acquire from Seller, and Seller desires to sell and convey to Buyer, pursuant to this Agreement, and free and clear of any Interests, Liens and Claims of any Person other than Buyer pursuant to Section 363(f) of the Bankruptcy Code, the patent(s) described on Exhibit "A" (the "**Patents**"). Buyer was identified by the Trustee as the Successful Bidder for the Patents at the Auction conducted on March 13, 2009.
- D. Buyer and Seller desire that this Agreement supersede any and all prior or contemporaneous discussions, negotiations, understandings, representations and agreements between the Parties relating to the purchase and sale of the Patents.
- E. The sale of the Patents to Buyer is subject to approval by the Bankruptcy Court.

PURSUANT TO THE RECITALS, in consideration of the obligations, agreements, covenants, warranties, representations and declarations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of this Agreement, the Parties, intending to be legally bound by this Agreement, hereby covenant, agree, promise, warrant, represent and declare as follows:

ARTICLE 1. DEFINED TERMS

1.1. Use of Defined Terms. The following capitalized words and phrases will have the meaning assigned to them in this Agreement when used in this Agreement or any document delivered pursuant to this Agreement, unless the context in which such capitalized word or phrase is used reasonably prohibits the application of such meaning:

- (a) **"Affiliate"** means, with respect to any Person, any other Person that: (1) directly or indirectly controls, is controlled by, or is under common control with the Person; (2) has one percent (1%) or more of its outstanding voting securities under the direct or indirect beneficial ownership or control of the Person; (3) beneficially owns or controls, directly or indirectly, one percent (1%) or more of the outstanding voting securities of the Person; (4) is an officer, director, partner or member of the Person; (5) is, if the Person is an officer, director, partner or member, any corporation, partnership, limited liability company or other entity for which the Person acts in any such capacity; or (6) is, if the Person is an individual, legally related to the Person by birth, adoption or marriage.
- (b) **"Agreement"** is defined in the Introductory Paragraph.
- (c) **"Appeal"** is defined in Section 2.1.
- (d) **"Approval Order"** is defined in Section 2.1.
- (e) **"Auction"** is defined in Exhibit "B".
- (f) **"Bankruptcy Case"** is defined in the Introductory Paragraph.
- (g) **"Bankruptcy Code"** is defined in Recital "B".
- (h) **"Bankruptcy Court"** is defined in the Introductory Paragraph.
- (i) **"Bidding Procedures"** means the bidding procedures employed by Trustee for the sale of the Patents and approved by the Bankruptcy Court, a copy of which is attached as Exhibit "B".
- (j) **"Business Day"** means any day other than a Saturday or Sunday upon which a majority of federally insured banks are open for business in California.
- (k) **"Buyer"** is defined in the Introductory Paragraph.
- (l) **"Buyer's Representations"** is defined in Section 4.1.
- (m) **"Claim"** means, and will be construed broadly to include, any indebtedness, duty, obligation, demand, allegation, cause of action, chose in action, action, damage, injury, cost, expense, charge, lien, encumbrance, levy, judgment, order, liability or claim of any kind or nature.
- (n) **"Closing"** is defined in Section 3.9.
- (o) **"Closing Performance Date"** is defined in Section 3.5.
- (p) **"Conveyance Instrument"** is defined in Section 3.6.
- (q) **"Debtor"** is defined in the Introductory Paragraph.
- (r) **"Default"** is defined in Section 5.1.
- (s) **"Deposit"** is defined in Section 3.4 and in Exhibit "B".
- (t) **"Dollars"** and **"\$"** will mean the currency of the United States of America, unless otherwise specifically provided.

- (u) **"Estate"** is defined in the Introductory Paragraph.
- (v) **"Execution Date"** is defined in the Introductory Paragraph.
- (w) **"FRBP"** means the Federal Rules of Bankruptcy Procedure.
- (x) **"Government Entity"** means any federal, state, county, city, municipal, local or foreign government, or governmental or quasi-governmental authority of any kind, of competent jurisdiction, including any governmental agency, branch, department, official, court, tribunal or other body exercising or entitled to exercise any executive, legislative, judicial, administrative, police, regulatory or taxing authority or power.
- (y) **"Interest"** means any right, title, interest, ownership, indicia of title or ownership, right of possession, or other legal, equitable or possessory interest of any kind.
- (z) **"Introductory Paragraph"** means the first paragraph of this Agreement.
- (aa) **"Law"** means any federal, state, county, city, municipal, local or foreign statute, code, ordinance, regulation, rule, principal of common law, or order or judgment enacted by any Governmental Entity, or other law, as amended from time to time.
- (ab) **"Lien"** means any security interest, mortgage, deed of trust, pledge, hypothecation, encumbrance, charge, claim or other lien of any kind.
- (ac) **"Notice"** means any notice, consent, approval, disapproval, objection, waiver, or other communication of any kind given pursuant to this Agreement.
- (ad) **"Party"** and **"Parties"** are defined in the Introductory Paragraph.
- (ae) **"Patents"** is defined in Recital "C" and on Exhibit "A".
- (af) **"Person"** means and will be construed broadly to include any individual, trust, estate, corporation, limited liability company, general partnership, limited partnership, limited liability partnership, joint venture, agency, labor union, unincorporated association, Government Entity or other entity.
- (ag) **"Purchase Price"** is defined in Section 3.3.
- (ah) **"Recitals"** is defined in the Introductory Paragraph.
- (ai) **"Sale Hearing"** is defined in Exhibit "B".
- (aj) **"Sale Motion"** is defined in Section 2.2.
- (ak) **"Seller"** is defined in the Introductory Paragraph.
- (al) **"Seller's Representations"** is defined in Section 4.2.
- (am) **"Stay"** is defined in Section 2.1.
- (an) **"Successful Bidder"** is defined in Exhibit "B".
- (ao) **"Transaction"** is defined in Section 2.1.

1.2. **Conventions.** This Agreement assumes the following conventions:

- (a) The words "**include**", "**includes**" or "**including**" will be deemed to be followed by the words "without limitation".
- (b) Words or phrases denoting gender will include all genders including the masculine, feminine and neuter.
- (c) Words or phrases denoting the singular will be deemed to include the plural and words or phrases denoting the plural will be deemed to include the singular, unless applying this convention would be contrary to the obvious intent of this Agreement.
- (d) A reference to any Party, or any party to any other agreement or document, will include such Person's successors and permitted assigns.
- (e) A reference to any legislation or to any provision of any legislation will include any replacement, substitution, modification or re-enactment of such legislation, and all rules, regulations and statutory instruments issued pursuant to such legislation.
- (f) All financial and accounting terms will be defined in accordance with United States Generally Accepted Accounting Principals, unless otherwise specifically provided.

ARTICLE 2. **BANKRUPTCY COURT APPROVAL OF THE TRANSACTION**

2.1. **Approval Order and Binding Effect.** Article 1, Article 2 and Article 5 of this Agreement are effective and binding upon the Parties on the Execution Date. The other Articles of this Agreement will become effective and binding upon the Parties upon the entry of final order of the Bankruptcy Court in the Bankruptcy Case ("**Approval Order**") approving the sale and conveyance of the Patents to Buyer pursuant to this Agreement free and clear of any Interests, Claims or Liens of any Person pursuant to 11 U.S.C. Section 363(f) (the "**Transaction**"). If an appeal of the Approval Order or a motion for reconsideration of the Approval Order (either, an "**Appeal**") is timely filed pursuant to FRBP 8002, and not stay ("**Stay**") of execution of the Approval Order is issued pursuant to FRBP 7062 pending resolution of the Appeal, or if no Appeal of the Approval Order is timely filed pursuant to FRBP 8002, then the Parties will proceed with the Transaction. However, if an Appeal of the Approval Order is timely filed pursuant to FRBP 8002, and a Stay of the execution of the Approval Order is issued pursuant to 7062 pending resolution of the Appeal, then any Party not in default of this Agreement may terminate this Agreement as provided for in Section 5.3.

Buyer is a good faith purchaser within the meaning of 11 U.S.C. Section 363(m).

2.2. **Obligation to Seek Approval Order.** Seller will promptly seek Bankruptcy Court approval of the sale of the Patents to Buyer pursuant to the terms of this Agreement ("**Sale Motion**"). Each Party will exercise all reasonable efforts required of such Party to obtain the Approval Order, including promptly executing and delivering any motions, declarations or items of support required in connection therewith. If an Appeal of the Approval Order is timely filed, then the Parties will exercise their good faith best efforts to have the Appeal dismissed or overruled and to have dissolved or vacated any stay of the enforcement of the order pending Appeal.

2.3. **No Inconsistent Actions.** No Party will take any action inconsistent with this Agreement pending either the Closing or the termination of this Agreement.

ARTICLE 3.
PURCHASE AND SALE TERMS

3.1. Description of Patents. The Patents to be sold and conveyed by Seller and purchased and acquired by Buyer pursuant to this Agreement is described on Exhibit "A".

3.2. Purchase and Sale Obligation. Seller will sell the Patents to Buyer and Buyer will purchase the Patents from Seller in accordance with this Agreement.

3.3. Purchase Price. The purchase price ("**Purchase Price**") for the Patents will be the sum of _____ (\$).

3.4. Deposit and Payment or Return of Purchase Price. Buyer shall have deposited the sum of \$5,000 per Patent (the "**Deposit**") with Seller pursuant to the terms of the Bidding Procedures, which are incorporated herein by this reference. The Buyer will deposit the balance of the Purchase Price with Seller in certified funds or via wire transfer no later than the Closing Performance Date (defined below). Seller will be entitled to retain the Purchase Price as consideration and payment for the sale and conveyance of the Patents upon the Closing.

3.5. Closing Date. Each Party will perform all acts required of such Party pursuant to this Agreement to enable the Closing to occur on the first Business Day following the first day upon which the Approval Order becomes final (the "**Closing Performance Date**").

3.6. Conveyance Instruments. Upon the Closing, Seller will transfer title to the Patents to Buyer by instrument reasonably suitable to convey title of the Patents to Buyer and to provide notice of the transfer of title to the United States Patent and Trademark Office (the "**Conveyance Instrument**").

3.7. Buyer's Closing Obligations. On or before the Closing Performance Date and effective as of the Closing, Buyer will:

- (a) Cause Buyer's Representations to be true and correct in all material respects;
- (b) Pay the Purchase Price to Seller; and
- (c) Perform or cause to be performed all other acts required of Buyer pursuant to this Agreement to enable the Closing to occur as contemplated by this Agreement.

3.8. Seller's Closing Obligations. On or before the Closing Performance Date and effective as of the Closing, Seller will:

- (a) Cause Seller's Representations to be true and correct in all material respects;
- (b) Execute and deliver to Buyer the Conveyance Instrument and any other documents required of Seller to enable the Closing to occur; and
- (c) Perform or cause to be performed all other acts required of Seller pursuant to this Agreement to enable the Closing to occur as contemplated by this Agreement.

3.9. Closing. The "**Closing**" will consist of all of the following events, which the Parties will cause to occur concurrently pursuant to this Agreement:

- (a) Delivery of the executed Conveyance Instrument to Buyer;

- (b) Delivery of the Patents to Buyer; and
- (c) Delivery of the balance of the Purchase Price to Seller.

ARTICLE 4.
WARRANTIES AND REPRESENTATIONS

4.1. Representations and Warranties by Buyer. Buyer hereby makes the following representations and warranties ("**Buyer's Representations**") to Seller:

- (a) **Legal Capacity of Buyer.** Subject to the provisions of this Agreement relating to the entry of the Approval Order: (1) Buyer has the requisite power, authority and legal capacity to make, execute, enter into and deliver this Agreement and to perform its obligations under this Agreement, (2) any Person executing and delivering this Agreement on behalf of Buyer is duly authorized to do so; and (3) neither this Agreement nor the performance by Buyer of any obligation of Buyer under this Agreement will violate any provision of any article, by-law, operating agreement or partnership agreement of Buyer or any contract, covenant, agreement, condition, restriction, injunction or order by which Buyer is bound.
- (b) **No Undisclosed Inducements to Buyer.** Buyer entered into this Agreement in reliance solely upon its own independent investigation and analysis of the facts and circumstances, and that no representations, warranties or promises other than those set forth in this Agreement were made by Seller or any agent, employee or counsel of Seller to induce Buyer to execute or enter into this Agreement.
- (c) **Buyer Represented by Legal Counsel.** Buyer acted pursuant to the advice of legal counsel of its own independent choosing in connection with the negotiation, preparation and execution of this Agreement, or was advised to obtain the advice of such legal counsel, had fair and ample opportunity to obtain the advice of such legal counsel and willfully declined to obtain the advice of such legal counsel.

4.2. Representations and Warranties by Seller. Seller hereby makes the following representations and warranties ("**Seller's Representations**") to Buyer:

- (a) **Legal Capacity of Seller.** Subject to the provisions of this Agreement relating to the Approval Order: (1) Seller has the requisite power, authority and legal capacity to make, execute, enter into and deliver this Agreement on behalf of Seller and the Estate and to perform the obligations of Seller and the Estate under this Agreement, (2) any Person executing and delivering this Agreement on behalf of Seller is duly authorized to do so; and (3) neither this Agreement nor the performance by Seller of any obligation of Seller or the Estate under this Agreement will violate any provision of any article, by-law, operating agreement or partnership agreement of Seller or any contract, covenant, agreement, condition, restriction, injunction or order by which Seller or the Estate are bound.
- (b) **No Undisclosed Inducements to Seller.** Seller entered into this Agreement in reliance solely upon its own independent investigation and analysis of the facts and circumstances, and that no representations, warranties or promises other than those set forth in this Agreement were made by Buyer or any agent, employee or counsel of Buyer to induce Seller to execute or enter into this Agreement.
- (c) **Seller Represented by Legal Counsel.** Seller acted pursuant to the advice of legal counsel of its own independent choosing in connection with the negotiation, preparation and execution of this Agreement, or was advised to obtain the advice of such legal counsel, had

fair and ample opportunity to obtain the advice of such legal counsel and willfully declined to obtain the advice of such legal counsel.

- (d) **Required Notices.** Seller has given, or prior to the date of the Sale Hearing, will give valid notice of this Agreement and the proposed Transaction in the manner and to the parties required by the orders of the Bankruptcy Court, applicable provisions of the Bankruptcy Code, the FRBP, and the Local Bankruptcy Rules for the Central District of California. Furthermore, following entry of the Approval Order but prior to the Closing, Seller will give valid notice of the Approval Order in the manner and to the parties required by the orders of the Bankruptcy Court, applicable provisions of the Bankruptcy Code, the FRBP, and the Local Bankruptcy Rules for the Central District of California.

4.3. Waiver of Representations or Warranties. The Buyer's Representations set forth in Section 4.1 are for the sole and exclusive benefit of Seller and may be waived only by Seller. The Seller's Representations set forth in Section 4.2 are for the sole and exclusive benefit of Buyer and may be waived only by Buyer. A waiver of a Representation will be effective only if made in writing by the Party entitled to waive the Representation in accordance with the notice requirements set forth in Section 6.19.

4.4. Truth and Accuracy. Each warranty and representation set forth in this Agreement will be true and accurate, and the Party making the same will cause the same to be true and accurate, on the Execution Date and as of the Closing.

4.5. Survival. Each statement, certification, representation, warranty, covenant, disclosure, disclaimer, waiver, release and agreement contained in this Agreement will survive the execution and delivery of this Agreement and the Closing.

ARTICLE 5.

DEFAULT AND TERMINATION

5.1. Default. A Party will be in default ("Default") of this Agreement if such Party fails to make any payment required of such Party pursuant to this Agreement when due or fails to perform any act required of such Party pursuant to this Agreement when due, if such breach continues uncured for a period of three (3) Business Days following the date of Notice thereof by the other Party, provided that if the breach is not of a type that can be cured by the payment of money and more than three (3) Business Days are reasonably required to cure the breach, then there will be no "Default" by reason of the breach if the Party in breach: (1) commences the cure within three (3) Business Days of the date of the Notice, and (2) promptly and diligently prosecutes the cure to completion.

5.2. LIQUIDATED DAMAGES - SELLER'S REMEDY. IF BUYER FAILS, WITHOUT LEGAL EXCUSE, TO COMPLETE THE PURCHASE OF THE PATENTS IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, THEN SELLER WILL SUFFER REAL AND SIGNIFICANT DAMAGES AS A RESULT, INCLUDING LOST OPPORTUNITY COSTS, INTEREST COSTS, TRANSACTIONAL COSTS AND OTHER DAMAGES, THE AMOUNT OF WHICH WOULD BE DIFFICULT TO ASCERTAIN. THE PARTIES DESIRE TO LIQUIDATE SUCH DAMAGES AS OF THE EFFECTIVE DATE. THEREFORE, BUYER AND SELLER HEREBY AGREE THAT IF THE SALE FAILS TO OCCUR SOLELY BECAUSE OF A DEFAULT BY BUYER, THEN SELLER WILL KEEP AS "LIQUIDATED DAMAGES," THE DEPOSIT IN THE AMOUNT OF \$5,000 PER PATENT SUBJECT TO THIS AGREEMENT. THE RECEIPT OF THAT AMOUNT BY SELLER AS LIQUIDATED DAMAGES WILL BE THE EXCLUSIVE REMEDY OF SELLER FOR ANY DAMAGES SUFFERED BY THE SELLER IF THE SALE FAILS TO OCCUR AS A RESULT OF DEFAULT BY BUYER.

INITIALED ON BEHALF OF SELLER: _____
INITIALED ON BEHALF OF BUYER: _____

5.3. Termination of Agreement. This Agreement may be terminated and the Transaction abandoned at any time prior to the Closing, by:

- (a) mutual written agreement of the Parties;
- (b) any Party not in Default of this Agreement, upon a Default of this Agreement by the other Party;
- (c) any Party not in Default of this Agreement, if prior to Closing any Law or regulation makes the consummation of the Transaction illegal or otherwise prohibited, or if the consummation of the Transaction would violate any nonappealable order or any stay of any order in effect pending the resolution of any order on appeal;
- (d) Buyer, if as of the time of the Closing any Seller Representation is materially untrue, unless waived by Buyer pursuant to Section 4.3; or
- (e) Seller, if as of the time of the Closing any Buyer Representation is materially untrue, unless waived by Seller pursuant to Section 4.3.

5.4. No Obligation to Terminate. Except as may be otherwise set forth in this Agreement, no Party having a right to terminate this Agreement pursuant to Section 5.3 will be required to exercise such right, or otherwise be prohibited from enforcing this Agreement by reason of having any such unexercised right to terminate this Agreement.

5.5. Notice of Termination. Any Party terminating this Agreement pursuant to Section 5.3 will give immediate Notice of such termination to the other Party, specifying in the Notice the provision of this Agreement pursuant to which the termination is made.

5.6. Effect of Exercising Right of Termination. In the event of the exercise by any Party of any right to terminate this Agreement pursuant to Section 5.3:

- (a) If Seller and Buyer mutually agree to terminate this Agreement, then Seller will return the Purchase Price to Buyer and each Party will promptly return to the other Party any monies, documents or other property of the other Party in its possession or control received pursuant to or in contemplation of this Agreement;
- (b) If Buyer terminates this Agreement due to a Default by Seller, then Seller will return the Purchase Price and the Deposit to Buyer and each Party will promptly return to the other Party any monies, documents or other property of the other Party in its possession or control received pursuant to or in contemplation of this Agreement;
- (c) If Seller terminates this Agreement due to a Default by Buyer, then Seller may keep the Deposit pursuant to Section 5.2, and Buyer will promptly return to Seller any monies, documents or other property of Seller in its possession or control received pursuant to or in contemplation of this Agreement; and
- (d) Except as set forth in Sections 5.6(a), (b) and (c) and as may be required to enforce the provisions of Sections 5.6(a), (b) and (c), upon such Notice of termination, this Agreement will terminate and be of no further force or effect, and each Party will have no further obligation or liability to the other by reason of this Agreement.

5.7. **No Termination Following Closing.** In no event may this Agreement be terminated following the Closing absent the mutual written consent of the Parties.

ARTICLE 6.

GENERAL PROVISIONS:

6.1. **Integration.** This Agreement is the sole and entire agreement between the Parties regarding the Transaction. All prior and contemporaneous negotiations and agreements between the Parties, oral or written, regarding the Transaction, are hereby superseded. No Person has the authority to orally modify this Agreement, or to make any oral representation or oral agreement regarding this Agreement or the Transaction.

6.2. **Amendment.** No modification of, deletion from, or addition to this Agreement will be effective unless made in writing and executed by each Party.

6.3. **Construction.** The provisions of this Agreement will be liberally construed to effectuate the Transaction. Article and Section headings are for convenience only and will not be given undue consideration in resolving questions of construction or interpretation. Each Party will be deemed to have had equal bargaining strength in the negotiation of this Agreement and equal responsibility for the preparation of this document and any exhibits or schedules hereto, such that neither this document, nor any exhibit or schedule hereto, nor uncertainty or ambiguity in this document or any such exhibit or schedule, will be arbitrarily construed or resolved against any Party pursuant to California Civil Code Section 1654 or any other similar authority or rule of construction to the effect that ambiguities in documents are to be construed against the drafter.

6.4. **Further Assurances.** Each Party will promptly execute and deliver all documents and take all actions, including the payment of money, reasonably required to effectuate the Transaction and perform its duties pursuant to this Agreement.

6.5. **Right of Buyer to Designate Alternate Vestee.** At any time prior to the Closing, Buyer may designate another Person to accept title to the Patents upon the Closing, by providing written notice of the designation to Seller, provided that: (a) the same will not release Buyer from any obligation under this Agreement, (b) the designee assumes the obligations of Buyer under this Agreement pursuant to a written assignment and assumption agreement executed by assignor and assignee and delivered to Seller in form and content reasonably acceptable to Seller, and (c) the assignee or vestee is not an Affiliate of Seller unless disclosed in this Agreement or the Sale Motion or otherwise approved by the Bankruptcy Court. Upon any such designation, Buyer will provide Seller with all information regarding the designee required to facilitate the Transaction, and the Parties will cause the Conveyance Instruments to be revised to substitute the designee as the grantee and recipient for the conveyance of the Patents.

6.6. **No Obligations to Third Parties.** This Agreement will not confer any rights upon any Person or entity not a Party, nor will it obligate any Party to any Person or entity not a Party. Buyer is purchasing the Patents solely for its own benefit and not for the benefit of any other Person or entity. Following the sale of the Patents to Buyer, Buyer may deal with the Patents in any manner, including prosecuting, compromising, settling and/or dismissing, with or without consideration, any Claim, cause of action or action included within the Patents, and no Person or entity other than Buyer will have any claim to the Patents or any proceeds therefrom. However, nothing in this Section or elsewhere in this Agreement will limit or restrict the binding effect of the Approval Order on Persons and entities not a Party to this Agreement.

6.7. **Time is of the Essence.** With respect to all dates and time periods set forth or referred to in this Agreement, time is of the essence, such that each Party will perform all acts required of

such Party pursuant to this Agreement by the date or within the time period required pursuant to this Agreement.

6.8. Performance Dates. If the date by which or upon which any obligation otherwise must be performed pursuant to this Agreement, or any Notice otherwise must be given pursuant to this Agreement, occurs on a day other than a Business Day, then the date by which or upon which such obligation must be performed or such Notice must be given will be deemed automatically extended until the next Business Day.

6.9. Governing Law. This Agreement is made under and will be construed in accordance with and governed by the Bankruptcy Code and the substantive laws of the State of California, without giving effect to the principles of conflicts of law.

6.10. Jurisdiction and Venue. The Parties consent to the exclusive jurisdiction of the United States Bankruptcy Court for the Central District of California, San Fernando Valley Division, for the purpose of resolving any claim, controversy or disagreement which may arise among the Parties with respect to this Agreement, the Transaction or the Patents. It will be a material breach of this Agreement to seek to resolve any such claim, controversy or disagreement in any other court or forum. However, nothing in this Section will constitute a waiver by any Party of the right to appeal any decision or action of the Bankruptcy Court.

6.11. Enforcement. Subject to the provisions of this Agreement including those which relate to venue, jurisdiction and the limitation of remedies or damages, each Party will have the right to enforce by proceedings at law or in equity all of the provisions of this Agreement, including the right to prosecute proceedings at law or in equity against any Person who violates or attempts to violate any of such provisions, to enjoin any such Person from doing so, to cause such violation to be remedied, and to recover damages for such violation.

6.12. Waiver of Contract Provisions. The failure by any Party to enforce any provision of this Agreement will not constitute a waiver of the right to enforce the same provision, or any other provision of this Agreement, thereafter. No waiver by any Party of any provision of this Agreement will be deemed or constitute a waiver of any other provision of this Agreement, whether or not similar, nor will any such waiver constitute a continuing waiver unless otherwise expressly provided in writing.

6.13. Severability. In the event that any provision of this Agreement is held by any court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, then the remaining portions of this Agreement will nonetheless remain in full force and effect, unless the portion of this Agreement found to be illegal, invalid or unenforceable is so material and so central to the overall Transaction intended by this Agreement that its deletion would violate the obvious primary purpose and intent of the Parties.

6.14. Litigation Costs and Attorneys' Fees. If any Party commences legal proceedings against any other Party to enforce the provisions of this Agreement or to declare any rights or obligations under this Agreement, then the prevailing Party will recover from the losing Party its costs of suit, including reasonable attorneys' fees, as will be determined by the court in such proceeding.

6.15. Expenses of Negotiation, Documentation and Performance. Regardless of whether the Transaction is consummated, each Party will bear all costs and expenses incurred by such Party in connection with the negotiation and documentation of this Agreement and in the performance of its obligations under this Agreement.

6.16. **Counterparts.** This Agreement may be executed in any number of identical counterparts, each of which is an original, and all of which together will constitute one and the same agreement. In proving this Agreement, it will not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

6.17. **Electronic Execution.** Delivery of an executed counterpart of a signature page to this Agreement by telecopy, electronic facsimile or other electronic transmission will be as effective as physical delivery of an executed counterpart of this Agreement.

6.18. **Exhibits.** The following Exhibit(s) are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit "A" - Description of Patents

Exhibit "B" - Bidding Procedures

6.19. **Notices.** Any Notice by any Party to any other Party pursuant to this Agreement must be made in writing and delivered to the other Party at the address below, until written notice of a different address is given by the other Party pursuant to this Section. Payments to be made pursuant to this Agreement will be deemed made only upon actual receipt. Notices given by personal service will be deemed received upon delivery. Notices given by first class mail, postage prepaid, addressed to the address required by this Section, will be deemed received three (3) Business Days following the deposit thereof with the United States Post Office. Notices given by overnight courier service will be deemed received on the date of delivery confirmed by the courier service. Notices given by electronic facsimile transmission will be deemed received on the date upon which the recipient's facsimile machine confirms electronically the receipt of the Notice, provided that a copy of any Notice given by facsimile transmission must also be sent to the recipient by first class mail, postage prepaid, addressed to the address required by this Section. The rejection by a Party of a Notice, refusal by a Party to accept a Notice, or inability of another Party to deliver a Notice because of a change of address of a Party of which no Notice of change of address is given pursuant to this Agreement, will constitute delivery of the Notice. Telephone numbers and e-mail addresses, if listed, are listed for convenience only and not for the purpose of giving Notice pursuant to this Agreement.

Seller: Nancy Hoffmeier Zamora, Trustee
(Ref: *In re Panoram Technologies, Inc.*)
444 S. Flower Street, Suite 1550
Los Angeles, CA 90071
Telephone: (213) 892-0254

A copy of any Notice to Seller must also be sent to Seller's Counsel at both:

Weiland, Golden, Smiley, Wang Ekvall & Strok, LLP
Attention: Kyra E. Andrassy
650 Town Center Drive - Suite 950
Costa Mesa, California 92660
Telephone: (714) 966-1000
Facsimile: (714) 966-1002
E-Mail: kandrassy@wgllp.com

Buyer:

6.20. **Inurement.** This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors, assigns, grantees, administrators and trustees, including any successor trustee appointed in the Bankruptcy Case.

THE UNDERSIGNED PARTIES made, executed, entered into and delivered this Agreement on the Execution Date.

BUYER:

By: _____

Its: _____

SELLER:

Nancy Hoffmeier Zamora
Chapter 7 Trustee

In re:
PANORAM TECHNOLOGIES, INC.

CHAPTER 7

Debtor(s). CASE NUMBER 1:08-bk-11539 MT

NOTE: When using this form to indicate service of a proposed order, **DO NOT** list any person or entity in Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on the CM/ECF docket.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

650 Town Center Drive, Suite 950, Costa Mesa, CA 92626

A true and correct copy of the foregoing document described **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner indicated below:

I. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")** – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On _____ I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

Service information continued on attached page

II. **SERVED BY U.S. MAIL OR OVERNIGHT MAIL** (indicate method for each person or entity served):

On **March 6, 2009** I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

VIA U.S. MAIL

☒ Service information continued on attached page

III. **SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL** (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **March 6, 2009** I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.

Judge Maureen Tighe, Ctrm. 302
United States bankruptcy Court
21041 Burbank Blvd.
Woodland Hills, CA 91367

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

March 6, 2009

Date

Margaret Sciesinski

Type Name

Signature

PANORAM TECHNOLOGIES INC
4804 LAUREL CYN BLVD #750
VALLEY VILLAGE CA 91607-3717
DEBTOR

PAUL A BECK ESQ
13701 RIVERSIDE DR #701
SHERMAN OAKS CA 91423-2449
DEBTOR'S COUNSEL

NANCY HOFFMEIER ZAMORA
444 S FLOWER ST #1550
LOS ANGELES CA 90071-2916
CHAPTER 7 TRUSTEE

OFFICE OF THE US TRUSTEE
21051 WARNER CENTER LN #115
WOODLAND HILLS CA 91367-6550
UNITED STATES TRUSTEE

MASTER CREDITOR LIST

3D PERCEPTION INC
1277 N SEMORAN BLVD #117
ORLANDO FL 32807-3574

3D PERCEPTION INC
LAW OFFICES OF ALLAN SARVER
16633 VENTURA BLVD #800
ENCINO CA 91436-1841

A O SHIPLEY/INLAND REVENUE
BANK OF ENGLAND
161 CITY ROAD
LONDON EC1V 1PA

ABOVE AND BEYOND INC
22660 EXECUTIVE DR #131
DULLES VA 20166-9535

ACE USA
DEPT CH 14089
PALATINE IL 60055-4089

ADVANCE SYSTEMS CO LTD JAPAN
ATTN MASASUKE SAITOH
2-9-7 NISHIKICHO TACHIKAWA-SHI
TOKYO JAPAN

**ADVANCED ELECTRONIC
DESIGNS INC**
233 ENTERPRISES BLVD
BOZEMAN MT 59718-6062

ADVANTA BANK CORP
PO BOX 8088
PHILADELPHIA PA 19101-8088

~~AIR COURIER DISPATCH~~
~~GALLER SERVICE #105100~~
~~TUCKER CA 30085-5100~~
MAIL RETURNED 2/5/09

AIRTIGHT AUTOMATION CORP
5 COVINA AVENUE
LONG BEACH CA 90803-3320

AMERICAN HI DEFINITIONS INC
7635 AIRPORT BUSINESS PARK WAY
VAN NUYS CA 91406-1725

AT&T
PAYMENT CENTER
SACRAMENTO CA 95887-0001

BACKSTAGE CARGO USA INC
8900 BELLANCE AVE
LOS ANGELES CA 90045-4708

BANK OF AMERICA
PO BOX 26078
GREENSBORO NC 27420-6078

BARCO SIMULATION
PO BOX 931688
ATLANTA GA 31173

BIGGS & COMPANY
2800 28TH STREET #300
SANTA MONICA CA 90405-6205

BOEING
3801 S OLIVER STREET
WICHITA KS 67210-2196

BOARD OF EQUALIZATION
ATTN ACCOUNTS RECEIVABLE
PO BOX 188268
SACRAMENTO CA 95818-8268

BP AMERICA PRODUCTION CO
12220 COLLECTIONS CENTER DR
CHICAGO IL 60693-0122

C & L CONTRACTORS LTD
8996 BURKE LAKE ROAD #302
BURKE VA 22015-1607

CALNET TECHNOLOGY GROUP
9241 RESEDA BLVD 200
NORTHRIDGE CA 91324-3198

CDW DIRECT LLC
PO BOX 75723
CHICAGO IL 60675-5723

CHARTER ADJUSTMENTS CORP
9400 TOPANGA CYN BLVD 100
CHATSWORTH CA 91311-5757

CHEVRON BAKERSFIELD
9525 CAMINO MEDIA RM A1013
BAKERSFIELD CA 93311-1314

CHEVRON HOUSTON
1500 LOUISIANA STREET
HOUSTON TX 77022-7308

CHEVRON INDONESIA
BRI II BUILDING 12TH FI 1201
JAKARTA 10210
INDONESIA

CHEVRON UPSTREAM EUROPE
SEAFIELD HOUSE
HILL OF RUBISLAW
ABERDEEN AB15 6XL

**CHRIS HARDWICK AV
TECHNICAL SERVICES**
94 WORDSWORTH AVENUE
PENARTH CF64 2RP

**CHRISTIE DIGITAL SYSTEMS
UK BRANCH**
IMAGEPOINT 58 SUTTONS PARK AVE
READING BERKSHIRE
RG6 1AZ *UNITED KINGDOM*

CHRISTIE DIGITAL SYSTEMS USA
10550 CAMDEN DRIVE
CYPRESS CA 90630-4600

CHRISTIE PARKER AND HALE
PO BOX 7068
PASADENA CA 91109-7068

**COFACE COLLECTIONS
NORTH AMERICA**
BLDG 100 SUITE 360
50 MILLSTONE RD
EAST WINDSOR NJ 08520-1415

COMPUSERVE
DEPARTMENT L-742
COLUMBUS OH 43268-0742

COMPVIEW INC
10035 SW ARCTIC DR
BEAVERTON OR 97005-4181

CONSOLIDATORS INTERNATIONAL
8900 BELLANCE AVENUE
LOS ANGELES CA 90045-4708

**DE LAGE LANDEN
FINANCIAL SERVICES**
PO BOX 41601
PHILADELPHIA PA 19101-1601

DELL FINANCIAL SERVICES
PO BOX 81577
ATT CORRESPONDENCE
AUSTIN TX 78708-1577

**DEPARTMENT OF
WATER AND POWER**
PO BOX 10210
VAN NUYS CA 91410-0210

DIRECTIONS MEDIA
194 GREEN BAY ROAD
GLENCOE IL 60022-2126

DLS SUPPLY
530 WEST 72ND AVE
ANCHORAGE AK 99518-2122

EAGLE GLOBAL LOGISTICS
PO BOX 844650
DALLAS TX 75284-4650

**EMPLOYMENT
DEVELOPMENT DEPARTMENT**
BANKRUPTCY GROUP MIC 92E
PO BOX 826880
SACRAMENTO CA 94280-0001

EULER HERMES ACI
800 RED BROOK BLVD
OWINGS MILLS MD 21117-5173

EVENT FREIGHT LTD
9 ELIZABETH GARDENS
SUNBURY ON THAMES
MIDDX TW16 5LG

EXXACT CORP
COFACE NORTH AMERICA INC
PO BOX 2102
CRANBURY NJ 08512-0952

EXXACT CORPORATION
45445 WARM SPRINGS BLVD
FREMONT CA 94539-6104

FASTSIGNS
11404 VENTURA BLVD
STUDIO CITY CA 91604-3142

FRANCHISE TAX BOARD
SPECIAL PROCEDURES
ATTN BANKRUPTCY
PO BOX 2952
SACRAMENTO CA 95812-2952

FULWIDER PATTON LLP
HOWARD HUGHES CENTER
6060 CENTER DRIVE 10TH FL
LOS ANGELES CA 90045-1598

GLADGEARCOM INC
HOSA TECHNOLOGY GROUP CO
PO BOX 6946
ORANGE CA 92863-6946

**HOSA TECHNOLOGY
INCORPORATED**
6650 CABALLERO BLVD
BUENA PARK CA 90620-1132

INFITEC GMBH
LISE-MEITNER-STRASSE 9
89081 ULM
GERMANY

INNERPLEX INC
350 N GLENOAKS BLVD #203
BURBANK CA 91502-3260

INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPS
PO BOX 21126
PHILADELPHIA PA 19114-0326

JAN AND SHAWN HAILEY
C/O JAN ELIZABETH
758 CLEMENTINA STREET
SAN FRANCISCO CA 94103-3813

JOHN LISI
27670 W MUIR GROVE PL
CASTAIC CA 91384-4110

KELLY F RYAN ESQ
283 S LAKE AVE 210
PASADENA CA 91101-4877

METAVISION CORP
C/O PETER CHERNACK
1083 E ELMWOOD AVE
BURBANK CA 91501-1533

MIDWICH LIMITED
GILRAY ROAD
DISS IP22 4YT
UNITED KINGDOM

OFFICE OF FINANCE ALARM UNIT
FILE 55604
LOS ANGELES CA 90074-5604

OLYMPUS OPTICAL CO LTD
2951 ISHIKAWA-CHO
HACHIOJI-SHI TOKYO 192-8507
JAPAN

OMICRON VIDEO
5941 DUNEGAL COURT
AGOURA HILLS CA 91301-4600

PAVONINE INC
SONGDO TECHNO PARK 7-42
SONGDO-DONG
YEONSU-GU INCHEON
KOREA 406-130

PC MALL
2555 W 190TH STREET
TORRANCE CA 90504-6002

PETER CHERNACK
1083 E ELMWOOD AVE
BURBANK CA 91501-1533

PETER INOVA
2319 JAYMA LANE
LA CRESCENTA CA 91214-1528

PITNEY BOWES
PO BOX 856390
LOUISVILLE KY 40285-6390

**PITNEY BOWES POSTAGE BY
PHONE**
PO BOX 856042
LOUISVILLE KY 40285-6042

PR TALENT
117 MAIN STREET SUITE208
HNTNGTON BEACH CA 92648-8172

**PRECISION COMPONENT
PACKAGING CO INC**
7255 SOUTH CRIDER AVE
PICO RIVERA CA 90660-3703

PRIME TIME SHUTTLE OF LA
PO BOX 452600
LOS ANGELES CA 90045-8535

PROJECTIONDESIGN LLC
1121 EDGEWATER AVENUE-UNIT 3
RIDGEFIELD NJ 07657-2142

PROSY LAB
17 AMIN EL-RAFIE STREET
MESSAHA SQUARE DOKKIE-GIZA
EGYPT

RGB SPECTRUM
950 MARINA VILLAGE PARKWAY
ALAMEDA CA 94501-1047

RICHARD L SEIDE ESQ
901 DOVE ST 120
NEWPORT BEACH CA 92660-3018

RICHES & COMPANY
42-50 HERSHAM ROAD
WALTON-ON-THAMES
SURREY KT12 1RZ

RIORDAN & MCKINZIE
CALIFORNIA PLAZA
300 SOUTH GRAND AVE 29TH FL
LOS ANGELES CA 90071-3109
Mail Ret. 1/23/09

**ROLLING THUNDER
SOFTWARE INC**
284-C EAST LAKE MEAD DR 234
HENDERSON NV 89015-6433
Mail Ret. 1/23/09

ROYAL COATING
3960 ROYAL AVENUE
SIMI VALLEY CA 93063-3380

RREEF
5820 CANOGA AVENUE #220
WOODLAND HILLS CA 91367-6542

SET GLASS INC
26557 GOLDEN VALLEY RD
SAUGUS CA 91350-5832

SFERS REAL ESTATE CORP DD
DEPT 2198
LOS ANGELES CA 90084-2198

SHAWN HAILEY
1781 SANTA LUCIA DR
SAN JOSE CA 95125-5232

SHO SATO
C/O STEVE BLOOM ESQ
6500 WILSHIRE BLVD 17TH FLR
LOS ANGELES CA 90048-4920

SOUTH BAY ACCEPTANCE CORP
PO BOX 2978
TORRANCE CA 90509-2978

SO CALIFORNIA GAS COMPANY
MASS MARKET CREDIT &
COLLECTIONS
PO BOX 30337
LOS ANGELES CA 90030-0337

SPARKLETTS
PO BOX 660579
DALLAS TX 75266-0579

SPRINT
PO BOX 541023
LOS ANGELES CA 90054-1023

SPRINT
PO BOX 15955
SHAWNEE MISSION KS 66285-5955

STAPLES BUSINESS ADVANTAGE
DEPT LA 1368
PO BOX 83689
CHICAGO IL 60696-0001

STATE BOARD OF EQUALIZATION
PO BOX 942879
SACRAMENTO CA 94279-0001

STEWART FILMSCREEN CORP
1161 W SEPULVEDA BLVD
TORRANCE CA 90502-2797

THE GAS COMPANY
PO BOX C
MONTEREY PARK CA 91756-0001

THEODORE MAYER III
4804 LAUREL CYN BLVD 750
VALLEY VILLAGE CA 91607-3717

TIERNEY BROTHERS INC
3300 UNIVERSITY AVENUE SE
MINNEAPOLIS MN 55414-3347

TNT-USA INC
~~PO BOX 1009~~
~~WESTBURY NY 11590-0209~~
Mail Ret. 1/23/09

**UNDERWRITERS
LABORATORIES INC**
PO BOX 75330
CHICAGO IL 60675-5330

USGIF
2325 DULLES CORNER BLVD #450
HERNDON VA 20171-4674

VALLEY LINE-X
7915 LANKERSHIM BLVD
NO HOLLYWOOD CA 91605-2525

VIDEO DISPLAY CORPORATION
1868 TUCKER INDUSTRIAL DRIVE
TUCKER GA 30084-6623

WASTE MANAGEMENT
PO BOX 7814
BALDWIN PARK CA 91706-7814

WASTE MANAGEMENT -RMC
2421 W PERIOA AVE #110
PHOENIX AZ 85029-4942

REQUEST FOR SPECIAL NOTICE:

Allan D. Sarver, Esq.
16633 Ventura Boulevard, Suite 800
Encino, CA 91436

**Attorneys for Interest Party
3d-Perception**

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Creditor